

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

FORTRESS CREDIT CORP.,

Plaintiff,

-against-

THAI UNION NORTH AMERICA, INC.,

Defendant.

NOTICE OF REMOVAL

Removed from the Supreme Court
of the State of New York, New
York County

Index No. 655246/2024

Case No. 24-cv-8399

PLEASE TAKE NOTICE that defendant Thai Union North America, Inc. (“Thai Union”), by and through its attorneys, Kobre & Kim LLP, hereby removes the above-captioned action pursuant to 28 U.S.C. §§ 1332(a), 1441, and 1446 and Local Civil Rule 81.1 from the Supreme Court of the State of New York, County of New York, where it was originally filed and is currently pending, to the United States District Court for the Southern District of New York. Copies of all filings from state court are attached to this Notice of Removal as Exhibits 1-3.

In support of this Notice of Removal, Thai Union states as follows:

1. On October 3, 2024, plaintiff Fortress Credit Corp. (“Fortress”) commenced this breach of contract action against Thai Union in the Supreme Court of the State of New York, County of New York, Index Number 655246/2024 (the “State Court Action”). A copy of the Summons and Complaint served in the State Court Action is attached hereto as Exhibit 1. A copy of the exhibit to the Complaint is attached hereto as Exhibit 2.

2. On October 15, 2024, counsel for Thai Union accepted service of the Summons and Complaint on behalf of Thai Union.

3. On October 30, 2024, the parties filed a Stipulation in which they memorialized the October 15, 2024 service of the Summons and Complaint and agreed that Thai Union shall have until December 3, 2024 to answer, move against, or otherwise respond to the Complaint. The Stipulation further provides that, other than consenting to service, Thai Union preserved all, and did not waive any, of its defenses or rights, including its right to remove the State Court Action to this Court. A copy of the Stipulation is attached hereto as Exhibit 3.

4. Thai Union has not answered, moved against, or otherwise responded to the Complaint, and its deadline to do so has not expired.

5. As of this date, no other pleadings or papers have been filed in the State Court Action.

6. This Notice of Removal is being filed within thirty days of Thai Union's receipt of service of the Summons and Complaint, as required by 28 U.S.C. § 1446(b).

7. Pursuant to 28 U.S.C. §§ 1441 and 1446, Thai Union removes this case to the United States District Court for the Southern District of New York, the district in which the case is pending.

8. This Court has original jurisdiction under 28 U.S.C. § 1332(a)(1) because this is an action between citizens of different states and Fortress has alleged an amount in controversy exceeding \$75,000.00, exclusive of interest and costs.

9. Complete diversity exists between the parties.

10. “[A] corporation shall be deemed to be a citizen of every State and foreign state by which it has been incorporated and of the State or foreign state where it has its principal place of business.” 28 U.S.C. § 1332(c)(1).

11. Fortress is a Delaware corporation with its principal place of business in New York. Exhibit 1 (Complaint) ¶ 6.

12. Thai Union is a California corporation with its principal place of business in California. *Id.* ¶ 7.

13. The parties are thus completely diverse pursuant to 28 U.S.C. § 1332(a).

14. Further, Fortress has alleged an amount in controversy that exceeds the statutory threshold under 28 U.S.C. § 1332(a). Fortress alleges that Thai Union breached its contractual obligation under the Limited Guaranty to pay Fortress, in its capacity as Collateral Agent pursuant to an underlying financing agreement, \$65 million and seeks to recover that amount. Exhibit 1 (Complaint) ¶¶ 2, 34-37. Thai Union disputes Fortress's claim; among other things, the Limited Guaranty has terminated. Nonetheless, the amount in controversy requirement has been satisfied here.

15. Because complete diversity exists and the alleged amount in controversy exceeds \$75,000.00, pursuant to 28 U.S.C. § 1332(a), this Court has original jurisdiction over this action.

16. Thai Union will provide Fortress with prompt written notice of the filing of this Notice of Removal as required by 28 U.S.C. § 1446(d) and will file a copy of this Notice of Removal with the Clerk of the Supreme Court of the State of New York, County of New York, where the complaint was originally filed.

WHEREFORE, defendant Thai Union properly removes this action from the Supreme Court of the State of New York, New York County, to the United States District Court for the Southern District of New York.

DATED: November 4, 2024
New York, New York

KOBRE & KIM LLP

/s/ Danielle L. Rose
Danielle L. Rose
Sophie Lipman

800 Third Avenue
New York, New York 10022
Tel: +1 212 488 1200
Fax: +1 212 488 1220
danielle.rose@kobrekim.com
sophie.lipman@kobrekim.com

Calvin Koo

Champion Tower, 25th Floor
3 Garden Road
Central, Hong Kong
Tel: +852 2127 3288
Fax: +852 2127-3280
calvin.koo@kobrekim.com

Attorneys for Thai Union North America, Inc.